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Christopher M. Tobin 202.342.8508 CTobin@colliershannon.com

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Re: U.S. Patent Application No. 09/847,855

Title: Electronic Personal Assistant With Personality

Adaptation

Filing Date: May 2, 2001

Inventors: David M. Pelland et al.

Our Reference: 59359-00602

Dear Sir:

Transmitted herewith for filing in the U.S. Patent and Trademark Office in connection with the above-referenced U.S. patent application are the following documents:

- (1) Revocation of Power of Attorney With New Power of Attorney and Change of Correspondence Address (1 sheet);
- (2) Certificate Under 37 CFR § 3.73(b) (1 sheet);
- (3) Copy of filed Assignment from David M. Pelland, Ruth Y. Pollock and Eugenia S. Gillan to Wildfire Communications, Inc. (13 pages); and
- (4) Copy of filed Assignment from Wildfire Communications, Inc. to Orange S.A. (3 pages)

Please date-stamp the enclosed copy of this letter, thereby acknowledging receipt of the above-identified documents.

Sincerely yours,

CHRISTOPHER M. TOBIN, Reg. No. 40,290

Enclosures



PTO/SB/82 (09-04)
Approved for use through 11/30/2005. OMB 0651-0035
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REVOCATION OF POWER OF ATTORNEY WITH NEW POWER OF ATTORNEY AND

CHANGE OF CORRESPONDENCE ADDRESS

	ess it displays a valid OMB control number
Application Number	09/847,855
Filing Date	May 2, 2001
First Named Inventor	David M. Pelland
Art Unit	Unknown
Examiner Name	Unknown
Attorney Docket Number	59359-00602

I hereby revoke all previous powers of attorney given	in the above-i	dentified applic	ation.	
A Power of Attorney is submitted herewith.				
OR I hereby appoint the practitioners associated with the	e Customer N	ımber:	2524	3
Please change the correspondence address for the a The address associated with Customer Number: OR	above-identified 25243	d application to:		
Firm or Individual Name		<u> </u>		
Address				
City	State		Zip	
Country				
Telephone	Fax			
I am the: Applicant/Inventor. Assignee of record of the entire interest. See 37 C	FR 3.71.			
Statement under 37 CFR 3.73(b) is enclosed. (For			-,,	
Signature Signature	or Assignee	of Record		
Name SULINA CONNAL				
Date 26 APRIL 2005	Telephon	= +44 20	7984	1950
NOTE: Signatures of all the inventors or assignees of record of the entire interest of signature is required, see below.	or their representative			
Total of 1 forms are submitted.				

This collection of information is required by 37 CFR 1.36. The Information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



PTO/SB/96 (09-04)
Approved for use through 07/31/2006. OMB 0651-0031
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE
Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)
Applicant/Patent Owner: Orange S.A.
Application No./Patent No.: 09/847,855 Filed/Issue Date: May 2, 2001
Entitled: Electronic Personal Assistant With Personality Adaptation
Orange S.A. a Corporation (Type of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.
states that it is: 1. the assignee of the entire right, title, and interest; or
an assignee of less than the entire right, title and interest. The extent (by percentage) of its ownership interest is%
in the patent application/patent identified above by virtue of either:
A assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel, Frame, or for which a copy thereof is attached.
OR B. A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below. David M. Pelland, Ruth Y. Pollock
From: & Eugenia S. Gillan To: Wildfire Communications, Inc. The document was recorded in the United States Patent and Trademark Office at
Reel, Frame, or for which a copy thereof is attached.
2. From: Wildfire Communications, Inc. To: Orange S.A.
The document was recorded in the United States Patent and Trademark Office at Reel, Frame, or for which a copy thereof is attached.
3. From: To:
The document was recorded in the United States Patent and Trademark Office at Reel, Frame, or for which a copy thereof is attached.
Additional documents in the chain of title are listed on a supplemental sheet.
Copies of assignments or other documents in the chain of title are attached. [NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]
The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.
26 APRIL 2005
Signature Date
SULINA CONNAL Telephone Number
GROW IP COUNSEL Telephone Number
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentially is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gethering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. ON NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Form PTO-15 (Rev. 03/01) (modified)

RECORD

RECORD TION FORM COVER SHEET

TRADEM PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent And Trademark Office

OMB No. 0651-0027 (exp 5/31/2002) To the Honorable Commissioner For Patents: Please record the attached original documents or copy thereof: 1. Name of conveying parties: Eugenia Gillan, Ruth Y. Pollock, 2. Name and address of receiving party(ies): and David M. Pelland Name: Wildfire Communications, Inc. Additional name(s) of conveying party(ies) attached? Internal Address: ⊠ No Yes 3. Nature of Conveyance: 175 Second Street Street Address: Assignment Merger Security Agreement Change of Name City: Cambridge Other: Employment Agreement/Assignment State: MA 02142 Zip: Additional name(s) & address(es) attached? 03/04/1996; 01/27/2000; 11/24/1993 **Execution Dates:** Yes ⊠ No 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s): 09/847,855 B. Patent No.(s): Additional numbers attached? 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: 1 concerning document should be mailed: 7. Total fee (37 CFR 3.41): \$40.00 Name: Christopher M. Tobin, Esq. Internal Address: Collier Shannon Scott Check Enclosed Street Address: 3050 K Street NW, Suite 400 Fee Transmittal Enclosed City: Washington D.C. Zip Code: 20007 Charge the indicated fees to the below mentioned State: deposit account. 8. Deposit Account No.: 03-2469 DO NOT USE THIS SPACE 9. Statement and signature: To the best of my knowledge and belief, the foregoing information (s true and correct and any attached copy is a true copy of the original document. Christopher M. Tobin, Reg. No. 40,290 Name of Person Signing Signature

Total number of pages including cover sheet, attachments, documents: 13

WILDFIRE COMMUNICATIONS, INC.

NONDISCLOSURE, NONCOMPETITION AND ASSIGNMENT OF INVENTIONS AGREEMENT

The undersigned, <u>David M Pelland</u>, in consideration for and as a condition of my initial and/or continuing employment as an employee (the "Employee") of Wildfire Communications, Inc. (the "Company"), does hereby agree with the Company, as follows:

1. Noncompetition Covenant. While the Employee is employed by the

3. <u>Nondisclosure Obligation</u>. The Employee will not at any time, whether during or after the termination of employment, for any reason whatsoever (other than to promote and advance the business of the Company), reveal to any person or entity (both commercial and non-commercial) or use for any purpose other than the furtherance of the Company's business interests any of the trade secrets or confidential business information concerning the Company's

research and development activities; source code for software products; software product designs, prototypes and technical specifications; marketing plans and strategies; pricing and costing policies; customer and supplier lists; confidential business or financial information of the Company so far as they have come or may come to his or her knowledge, except as may be required in the ordinary course of performing his or her duties as an employee of the Company. This restriction shall not apply to: (i) information that may be disclosed generally or is in the public domain through no fault of the Employee; (ii) information received from a third party outside the Company that was disclosed without a breach of any confidentiality obligation; (iii) information approved for release by written authorization of the Company; or (iv) information that may be required by law or an order of any court, agency or proceeding to be disclosed; provided, that such disclosure is subject to all applicable governmental or judicial protection available for like material and the Employee agrees to provide the Company with prior notice of any such disclosure. The Employee shall keep secret all matters of such nature entrusted to him or her and shall not use or disclose any such information in any manner.

4. Assignment of Inventions. The Employee expressly understands and agrees that any and all right or interest he or she has or obtains in any software programs, software and systems documentation, designs, trade secrets, technical specifications, flowcharts, logic diagrams, software methodologies and algorithms, technical data, know-how and show-how, internal reports and memoranda, marketing plans, inventions, concepts, ideas, expressions, discoveries, improvements, copyrights, and patent or patent rights conceived, devised, developed, reduced to practice, or otherwise has or obtains by him or her during the term of this Agreement which relate to the business of the Company or arise out of his or her employment with the Company are expressly regarded as "works for hire" (the "Inventions").

Excepted from this Agreement are any and all inventions which the Employee creates as part of his "personal programming tool kit." The Employee is free to use such inventions as long as they are not incorporated in any manner into a competitive product or Company product.

The Employee hereby assigns to the Company the sole and exclusive right to such Inventions. The Employee agrees that he or she will promptly disclose to the Company any and all such Inventions, and that, upon request of the Company, the Employee will execute and deliver any and all documents or instruments and take any other action which the Company shall deem necessary to assign to and vest completely in the Company, to perfect trademark, copyright and patent protection with respect to, or to otherwise protect the Company's trade secrets and proprietary interest in such Inventions. The obligations of this Section shall continue beyond the termination of the Employee's employment with respect to such Inventions conceived of or made by the Employee during the term of this Agreement. The Company agrees to pay any and all copyright, trademark and patent fees and expenses or other costs incurred by the Employee for any assistance rendered to the Company pursuant to this Section.

The Employee's obligation to assign Inventions shall not apply to any invention about which the Employee can prove that: (i) it was developed entirely on the Employee's own time and effort; (ii) no equipment, supplies, facility, trade secrets or confidential information of the Company was used in

its development; (iii) it does not relate to the business of the Company or to the Company's actual or anticipated research and development; and (iv) it does not result from any work performed by the Employee for the Company.

- 5. Absence of Conflicting Agreements. The Employee understands the Company does not desire to acquire from him or her any trade secrets, know-how or confidential business information that he or she may have acquired from others. The Employee represents that he or she is not bound by any agreement or any other existing or previous business relationship which conflicts with or prevents the full performance of his or her duties and obligations to the Company under this Agreement or otherwise during the course of employment.
- 6. Remedies Upon Breach. The Employee agrees that any breach of this Agreement by him or her could cause irreparable damage to the Company. The Company shall have the right to an injunction or other equitable relief (in addition to other legal remedies) to prevent any violation of the Employee's obligations hereunder.
- 7. No Employment Obligation. The Employee understands that this Agreement does not create an obligation on the part of the Company to continue his or her employment with the Company. The Employee is employed as an employee "at will."
- 8. <u>Miscellaneous</u>. Any waiver of a breach of this Agreement shall not be deemed to be a waiver of any subsequent breach. If one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity or subject matter so as to be unenforceable at law, such provision(s) shall be construed and reformed by the appropriate judicial body by limiting and reducing it (or them), so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear. The obligations of the Employee under this Agreement shall survive the termination of his or her relationship with the Company regardless of the manner of such termination. All covenants and agreements hereunder shall inure to the benefit of and be enforceable by the successors or assigns of the Company. This Agreement shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Massachusetts.

The Employee recognizes that the enforcement of this Agreement is necessary to ensure the protection and continuity of the confidential business information, trade secrets and goodwill of the Company. The Employee agrees that, due to the proprietary nature of the Company's business, the restrictions set forth in Sections 1, 2, 3 and 4 of this Agreement are reasonable as to duration and scope.

IN WITNESS WHEREOF, the undersigne this Agreement as of this ### day of	d Employee and the Company have executed November, 19 <u>73</u> .
WILDFIRE COMMUNICATIONS, INC.	Employee:
By: Richard a Min	D_1 M Pekt
·	Signature of Employee
Title: DIRECTOR, ENGINEERING	David M. Felland
247LSL8613/1.AB5	[Print Name]

WILDFIRE COMMUNICATIONS, INC.

NONDISCLOSURE, NONCOMPETITION AND ASSIGNMENT OF INVENTIONS AGREEMENT

The undersigned, While Grand in consideration for and as a condition of my initial and/or continuing employment as an employee (the "Employee") of Wildfire Communications, Inc. (the "Company"), does hereby agree with the Company, as follows:

1. Noncompetition Covenant. While the Employee is employed by the

^{2. &}lt;u>Nonsolicitation</u>. During his employment with the Company and for a period one (1) year thereafter, the Employee will not solicit or initiate a discussion with or hire any employee of the Company relating to the employment of such Company employee by any corporation or any other commercial enterprise other than the Company. The Employee will not solicit, recruit, or hire or attempt to solicit, recruit or hire any such Company employee other than on behalf of the Company unless first approached in writing by the Company employee.

^{3. &}lt;u>Nondisclosure Obligation</u>. The Employee vill not at any time, whether during or after the termination of employment, for any reason whatsoever (other than to promote and advance the business of the Company), reveal to any person or entity (both commercial and non-commercial) or use for any purpose other than the furtherance of the Company's business interests any of the trade secrets or confidential business information concerning the Company's

research and development activities; source code for software products; software product designs, prototypes and technical specifications; marketing plans and strategies; pricing and costing policies; customer and supplier lists; confidential business or financial information of the Company so far as they have come or may come to his or her knowledge, except as may be required in the ordinary course of performing his or her duties as an employee of the Company. This restriction shall not apply to: (i) information that may be disclosed generally or is in the public domain through no fault of the Employee; (ii) information received from a third party outside the Company that was disclosed without a breach of any confidentiality obligation; (iii) information approved for release by written authorization of the Company; or (iv) information that may be required by law or an order of any court, agency or proceeding to be disclosed; provided, that such disclosure is subject to all applicable governmental or judicial protection available for like material and the Employee agrees to provide the Company with prior notice of any such disclosure. The Employee shall keep secret all matters of such nature entrusted to him or her and shall not use or disclose any such information in any manner.

4. Assignment of Inventions. The Employee expressly understands and agrees that any and all right or interest he or she has or obtains in any software programs, software and systems documentation, designs, trade secrets, technical specifications, flowcharts, logic diagrams, software methodologies and algorithms, technical data, know-how and show-how, internal reports and memoranda, marketing plans, inventions, concepts, ideas, expressions, discoveries, improvements, copyrights, and patent or patent rights conceived, devised, developed, reduced to practice, or otherwise has or obtains by him or her during the term of this Agreement which relate to the business of the Company or arise out of his or her employment with the Company are expressly regarded as "works for hire" (the "Inventions").

Excepted from this Agreement are any and all inventions which the Employee creates as part of his "personal programming tool kit." The Employee is free to use such inventions as long as they are not incorporated in any manner into a competitive product or Company product.

The Employee hereby assigns to the Company the sole and exclusive right to such Inventions. The Employee agrees that he or she will promptly disclose to the Company any and all such Inventions, and that, upon request of the Company, the Employee will execute and deliver any and all documents or instruments and take any other action which the Company shall deem necessary to assign to and vest completely in the Company, to perfect trademark, copyright and patent protection with respect to, or to otherwise protect the Company's trade secrets and proprietary interest in such Inventions. The obligations of this Section shall continue beyond the termination of the Employee's employment with respect to such Inventions conceived of or made by the Employee during the term of this Agreement. The Company agrees to pay any and all copyright, trademark and patent fees and expenses or other costs incurred by the Employee for any assistance rendered to the Company pursuant to this Section.

The Employee's obligation to assign Inventions shall not apply to any invention about which the Employee can prove that: (i) it was developed entirely on the Employee's own time and effort; (ii) no equipment, supplies, facility, trade secrets or confidential information of the Company was used in

its development; (iii) it does not relate to the business of the Company or to the Company's actual or anticipated research and development; and (iv) it does not result from any work performed by the Employee for the Company.

- 5. Absence of Conflicting Agreements. The Employee understands the Company does not desire to acquire from him or her any trade secrets, know-how or confidential business information that he or she may have acquired from others. The Employee represents that he or she is not bound by any agreement or any other existing or previous business relationship which conflicts with or prevents the full performance of his or her duties and obligations to the Company under this Agreement or otherwise during the course of employment.
- 6. Remedies Upon Breach. The Employee agrees that any breach of this Agreement by him or her could cause irreparable damage to the Company. The Company shall have the right to an injunction or other equitable relief (in addition to other legal remedies) to prevent any violation of the Employee's obligations hereunder.
- 7. No Employment Obligation. The Employee understands that this Agreement does not create an obligation on the part of the Company to continue his or her employment with the Company. The Employee is employed as an employee "at will."
- 8. <u>Miscellaneous</u>. Any vaiver of a breach of this Agreement shall not be deemed to be a waiver of any subsequent breach. If one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity or subject matter so as to be unenforceable at law, such provision(s) shall be construed and reformed by the appropriate judicial body by limiting and reducing it (or them), so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear. The obligations of the Employee under this Agreement shall survive the termination of his or her relationship with the Company regardless of the manner of such termination. All covenants and agreements hereunder shall inure to the benefit of and be enforceable by the successors or assigns of the Company. This Agreement shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Massachusetts.

The Employee recognizes that the enforcement of this Agreement is necessary to ensure the protection and continuity of the confidential business information, trade secrets and goodwill of the Company. The Employee agrees that, due to the proprietary nature of the Company's business, the restrictions set forth in Sections 1, 2, 3 and 4 of this Agreement are reasonable as to duration and scope.

this Agreement as of this $\frac{4}{3}$ day of	Employee and the Company have executed
WILDFIRE COMMUNICATIONS, INC.	Employee:
Mayon T. Avan	
By: State Colonia	Desperator Unglain Gillow
Title: CEO	Signature of Employee
11tte: 0 D4)	[Print Name])
247LSL8613/1 ARS	(



NON-COMPETITION, NON-SOLICITATION, ASSIGNMENT OF INVENTIONS AND NON-DISCLOSURE AGREEMENT

This Agreement is made between Wildfire Communications, Inc., a Delaware corporation (the "Corporation"), and Kult Y. Yellock (the "Employee"). Any references to the Corporation herein shall include subsidiaries of the Corporation.

In consideration of the employment or continued employment of the Employee by the Corporation, the Employee and the Corporation agree as follows:

Non-competition.

(a) While the Employee is employed by the Corporation and for a period of



- (i) the conviction of the Employee of, or the entry of pleading of guilty or nolo contendere by the Employee to, any crime involving moral turpitude or any felony (including, without limitation, the perpetration by the Employee of a common law fraud against the Corporation, or the perpetration by the Employee of fraud or crime against a third party which adversely affects the Corporation or its reputation),
- (ii) a good faith finding by the Board of Directors (other than the Employee, if applicable) (the "Board") or its designee of failure of the Employee to perform his assigned duties for the Corporation, dishonesty, gross negligence or misconduct, or
- (iii) a material breach by the Employee of any provisions of this Agreement or any other employment contract, assignment of inventions, confidentiality and/or nondisclosure agreement between the Employee and the Corporation.

"Cause" shall not include:

- (i) a bona fide disagreement over a corporate policy so long as the Employee does not willfully violate specific written directions from the Board or its designee, or
- (ii) failure to act by reason of total or partial incapacity due to physical or mental disability or incapacity.
- (b) If the Employee violates the provisions of Sections 1(a) or 1(b), the Employee shall continue to be bound by the restrictions set forth in Section 1(a) until a period of one (1) year has expired without any violation of such provisions.

2. Non-solicitation.

- (a) While the Employee is employed by the Corporation and for a period of one (1) year after the termination or cessation of such employment for any reason, other than by the Employee because the Corporation becomes insolvent and has insufficient funds to pay the Employee's salary as due and payable for three consecutive months, the Employee will not directly or indirectly recruit, solicit or hire any employee of the Corporation, or induce or attempt to induce any employee of the Corporation to terminate his or her employment with, or otherwise cease his or her relationship with, the Corporation.
- (b) If the Employee violates the provisions of Section 2(a), the Employee shall continue to be bound by the restrictions set forth in Section 2(a) until a period of one (1) year has expired without any violation of such provisions.



3. <u>Inventions and Proprietary Information</u>.

(a) Assignment of Inventions.

- All inventions, discoveries, computer programs, data, technology, designs, innovations and improvements (whether or not patentable and whether or not copyrightable) ("Inventions") related to the business of the Corporation which are made, conceived, reduced to practice, created, written, designed or developed by the Employee, solely or jointly with others and whether during normal business hours or otherwise, during the term of the Employee's employment as an employee or retention as a consultant to the Corporation or thereafter if resulting or directly derived from Proprietary Information (as defined below), shall be the sole property of the Corporation. The Employee hereby assigns to the Corporation all Inventions and any and all related patents, copyrights, trademarks, trade names, and other industrial and intellectual property rights and applications therefor, in the United States and elsewhere and appoints any officer of the Corporation as his or her duly authorized attorney to execute, file, prosecute and protect the same before any government agency, court or authority. Upon the request of the Corporation and at the Corporation's expense, the Employee shall execute such further assignments, documents and other instruments as may be necessary or desirable to fully and completely assign all Inventions to the Corporation and to assist the Corporation in applying for, obtaining and enforcing patents or copyrights or other rights in the United States and in any foreign country with respect to any Invention.
- (ii) The Employee shall promptly disclose to the Corporation all Inventions and will maintain adequate and current written or electronic records (in the form of notes, sketches, drawings and as may be specified by the Corporation) to document the conception and/or first actual reduction to practice of any Invention. Such written records shall be available to and remain the sole property of the Corporation at all times.

Non-Disclosure of Proprietary Information

- (i) The Employee acknowledges that his or her relationship with the Corporation is one of high trust and confidence and that in the course of his or her service to the Corporation he or she will have access to and contact with Proprietary Information. The Employee agrees that he or she will not, during the course of his or her service to the Corporation or at any time thereafter, disclose to others, or use for his or her benefit or the benefit of others, any Proprietary Information or Invention.
- (ii) For purposes of this Agreement, Proprietary Information shall mean, by way of illustration and not limitation, all information (whether or not patentable and whether or not copyrightable) not generally known outside of the Corporation, such as



developments relating to existing and future products and technologies developed or under development, marketed or used by the Corporation and also data relating to the general business operations of the Corporation, including, without limitation, any Invention, formula, vendor information, customer information, apparatus, equipment, trade secret, process, research, report, technical data, know-how, computer program, software, software design, chip design, software documentation, artwork, hardware design, technology, marketing or business plan, forecast, unpublished financial statement, budget, license, price, cost and employee list that is communicated to, learned of, developed or otherwise acquired by the Employee in the course of his or her service as an employee of the Corporation. In addition, Proprietary Information shall include developments and ways of conducting business and the like which in themselves are generally known but whose use by the Corporation is not generally known.

- (iii) The Employee's obligations under this Section 3(b) shall not apply to any information that (A) is or becomes known to the general public under circumstances involving no breach by the Employee or others of the terms of this Section 30,), (B) is generally disclosed to third parties by the Corporation without restriction on such third parties, or (C) is approved for release by written authorization of the Board of Directors of the Corporation.
- (iv) Upon termination of the Employee's employment with or retention as a consultant to the Corporation or at any other time upon request by the Corporation, the Employee shall promptly deliver to the Corporation all records, files, memoranda, notes, designs, data, reports, price lists, customer lists, drawings, plans, computer programs, software, software documentation, chip design, sketches, laboratory and research notebooks and other documents whether in human- or machine-readable form (and 4' copies or reproductions of such materials) relating to the business of the Corporation.
- (v) The Employee represents that his or her retention as an employee with the Corporation and his or her performance under this Agreement does not, and shall not, breach any agreement that obligates him or her to keep in confidence any trade secrets or confidential or proprietary information of his or her or of any other party or to refrain from competing, directly or indirectly, with the business of any other party. The Employee shall not disclose to the Corporation any trade secrets or confidential or proprietary information of any other party.
- (vi) The Employee acknowledges that the Corporation from time to timemay have agreements with other persons or with the United States Government or any foreign government, or agencies thereof, that impose obligations or restrictions on the Corporation regarding inventions made during the course of work under such agreements or



regarding the confidential nature of such work. The Employee agrees to be bound by all such obligations and restrictions that are known to him or her and to take all action necessary to discharge the obligations of the Corporation under such agreements.

4. Miscellaneous.

- (a) <u>No Conflict</u>. The Employee represents that the execution and performance by him/her of this Agreement does not and will not conflict with or breach the terms of any other agreement by which the Employee is bound.
- (b) Not Employment Contract. The Employee acknowledges that this Agreement does not constitute a contract of employment and does not imply that the Corporation will continue his or her employment for any period of time.
- (c) <u>Interpretation</u>. if any restriction set forth in Sections 1, 2 or 3 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.
- (d) <u>Severability</u>. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- (e) <u>Waiver of Rights</u>. No delay or omission by the Corporation in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Corporation on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.
- (f) Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Corporation and are considered by the Employee to be reasonable for such purpose. The Employee agrees that any breach of this Agreement is likely to cause the Corporation substantial and irrevocable damage and therefore, in the event of any such breach, the Employee agrees that the Corporation, in addition to such other remedies which may be available, shall be entitled to specific performance and other injunctive relief.
- (g) <u>Assignability</u>. The Corporation may assign this Agreement to any other corporation or entity which acquires (whether by purchase, merger, consolidation or otherwise) all or substantially all of the business and/or assets of the Corporation



(h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the Commonwealth of Massachusetts (or, if appropriate, a federal court located within Massachusetts), and the Corporation and the Employee each consents to the jurisdiction of such a court.

THE EMPLOYEE ACKNOWLEDGES THAT HE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

WITNESS our hands and seals:

WILDFIRE COMMUNICATIONS, INC.

Date: 1 38 2600	Wildfire Representative
	HR Generalist
Date: 1/27/00	malle
	Employee Signature
	Rutt 4. Pollock
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RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent And Trademark Office

PATENTS ONLY OMB No. 0651-0027 (exp 5/31/2002) To the Honorable Commissioner For Patents: Please record the attached original documents or copy thereof: 1. Name of conveying party: Wildfire Communications, Inc. 2. Name and address of receiving party(ies): Name: Orange S.A. Additional name(s) of conveying party(ies) attached? Internal Address: No. Yes 3. Nature of Conveyance: Street Address: 6 Place d'Alleray Cedex 15 ★ Assignment Security Agreement **Paris** City: Other: FR Country: Zip: 75505 Additional name(s) & address(es) attached? **Execution Date:** 11/23/2004 No. Yes 1. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: B. Patent No.(s): 5,652,789; 6,021,181; 6,047,053 A. Patent Application No.(s): 08/804,900; 09/847,855 Additional numbers attached? 6. Total number of applications and patents involved: 5 i. Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 3.41): \$200.00 Name: Christopher M. Tobin, Esq. Internal Address: Collier Shannon Scott **Check Enclosed** 3050 K Street NW, Suite 400 Fee Transmittal Enclosed Street Address: Charge the indicated fees to the below mentioned City: Washington Zip Code: 20007 State: D.C. deposit account. 8. Deposit Account No.: 03-2469 DO NOT USE THIS SPACE . Statement and signature: To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Christopher M. Tobin, Reg. No. 40,290 April 15, 2005 Name of Person Signing Date

Mail documents to be recorded with required cover sheet information to: Box Assignment, Commissioner For Patents and Trademarks, Washington, D.C. 20231 ase Docket No.: 59359-00602

Total number of pages including cover sheet, attachments, documents:

ASSIGNMENT

175 Second Street, Cambridge My

For good and valuable consideration, the receipt of which is hereby acknowledged, Wildfire Communications, Inc., a Delaware corporation, having a place of business at 343 Winter Street; Waltham, MA ("ASSIGNOR"), has sold, assigned and transferred and does hereby sell, assign, and transfer to Orange S.A., a French corporation, having a place of business at 6 Place d'Alleray, 75015 Paris Cedex 15, France ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire right, title and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the following U.S. patent applications and U.S. patents ("PATENT RIGHTS"):

U.S. Patent Application No.	Title	Filing Date
08/804,900	Method for Increasing	February 24, 1997
	System Resources	. •
09/847,855	Electronic Personal Assistant	May 2, 2001
	With Personality Adaptation	, , , , , ,

U.S. Patent No.	Title	Issue Date
5,652,789	Network Based Knowledgeable Assistant	July 29, 1997
6,021,181	Electronic Voicemail Message Handling System	February 1, 2000
6,047,053	Network Based Knowledgeable Assistant	April 4, 2000

2. The entire right, title, and interest in and to:

(a) the PATENT RIGHTS, including any of priority, (b) any divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States; (c) any patents which may be granted on the applications set forth in (a) and (b) above; and (d) the right to sue in its own name and to recover for past infringement of any or all of any applications or patents issuing therefrom.

ASSIGNOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, title and interests herein coveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER of the above-identitifed patent applications and Letters Patents; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining and enforcing U.S. patent protection relating to the SUBJECT MATTER of the above-identified patent applications and Letter Patents and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. ASSIGNOR further

agrees to provide any successor, transferee, assignee, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

ASSIGNOR represents that ASSIGNOR has the rights, titles and interests to convey as set forth herein, and covenants with ASSIGNEE that the ASSIGNOR had made or will make hereafter no assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

Duly Authorized Representative of ASSIGNOR

Print Name: PICHARD FORD

Title: CFO

Wildfire Communications, Inc.

343 Winter Street 175 Gecord Street,

Waltham, MA

ambridge_111

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